

SECTION 01 35 11

BART AND THIRD-PARTY VENDOR RELOCATIONS

PART 1 – GENERAL

1.01 GENERAL DESCRIPTION

- A. This Contract Specifications Section includes requirements for the temporary removal, relocation, and reinstallation of equipment and facilities for third-party vendors at the BART stations, where necessary, to accommodate renovation and retrofit work. This work may include temporary storage of third-party equipment and facilities. This work may also require some equipment and facilities to remain in place with proper and adequate protection.

The term “third-party vendors”, as used in these Specifications, are vendors authorized by BART to provide goods and services, within or near the station. These vendors include providers of:

1. Bike storage, including lockers and racks.
 2. Advertising signage.
 3. Food and other items in permanent facilities or on rolling carts.
 4. Printed media sold or distributed at counters or on racks.
 5. Telephones.
 6. Mailboxes.
 7. Other types of third-party equipment and facilities as identified and designated in the Contract Documents.
- B. The Contractor is responsible for the removal, temporary relocation, storage, if required, and re-installation of the third-party equipment and facilities and indicated and described in the Contract Documents. BART, a third-party vendor, or both may require that a designated party, other than the Contractor remove, relocate, store, and reinstall the equipment and facilities.
- C. The Contractor shall furnish and install electrical devices, conduits, conductors, lighting, accessories, and equipment required to allow for the continuous operation of the BART or third-party vendor equipment and facilities regardless of the party temporarily relocating or reinstalling the facility or equipment.
- D. The Contractor shall furnish and install anchorages in concrete surfaces at the station where required and necessary for the proper operation and function of a BART or third-party vendor facilities and equipment regardless of the party temporarily relocating and reinstalling the facilities and equipment.

- E. Prior to the completion of construction, the temporarily relocated BART and third-party equipment and facilities shall be reinstalled at the original locations unless otherwise directed by the Engineer. The equipment and facilities shall be reinstalled to the condition existing before removal.
- F. The Contractor shall also relocate equipment owned by BART as indicated in the Contract Drawings including benches, fences, railings, trash containers, trash receptacles, and other station furnishings. Prior to the completion of construction, the Contractor shall reinstall the BART equipment and furnishings to the original locations unless otherwise directed by the Engineer. The equipment and facilities shall be reinstalled to the condition existing before removal.

1.02 MEASUREMENT AND PAYMENT

- A. Separate measurement and payment will not be made for Work required under this Section. All costs in connection with the Work specified herein shall be considered to be included as part of the Contract lump sum price indicated in the Bid Schedule of the Bid Form for the related item or items of Work.

1.03 RELATED SECTIONS

1. Contract Specifications Section 01 32 16, Construction Progress Schedules
2. Contract Specifications Section 01 32 33, Photographic Documentation
3. Contract Specifications Section 01 35 14, Operating System Interface
4. Contract Specifications Section 01 57 00, Temporary Controls
5. Contract Specifications Section 01 71 23, Field Engineering
6. Contract Specifications Section 06 10 00, Rough Carpentry
7. Contract Specifications Section 09 91 00, Painting
8. For electrical requirements, refer to Sections in Division 26, Electrical.
9. For communications requirements, refer to Sections in Division 27, Communications.

1.04 SUBMITTALS

- A. Prior to the removal and relocation of BART or third-party vendor items, the Contractor shall photograph, as existing in place, the BART and third-party vendor items that will be relocated or protected in place during construction, in accordance with Contract Specifications Section 01 32 33, Photographic Documentation.
- B. The Contractor shall submit a "Contractor Work Plan" as described in Part 3 of these Specifications.

- C. The Contractor shall submit a relocation/reinstallation anchorage and detail plan (RRADP), as described in Part 3 of these Specifications, for keyed bike lockers, electronic bike lockers, advertising signs, news vendors, news racks, and BART equipment and station furniture not less than 30 Days before the scheduled relocation date. The Contractor shall provide to the Engineer a list of facilities and equipment to be stored and the storage location, in advance of removing facilities and equipment.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

3.01 COORDINATION

- A. The Contractor is responsible for coordination with the third-party vendors, through the Engineer, of the relocations/reinstallations to prevent interruption to the function/operation of the BART and third-party equipment and facilities and shall direct all matters regarding the relocations/reinstallations to the Engineer.
- B. The electronic bike locker manufacturer, the electric advertising sign manufacturer, Titan Worldwide, Public Telephone Service (“PTS”), and USPS may relocate and reinstall the corresponding third-party equipment and facilities. If these third-party vendors cannot relocate/reinstall on the proposed relocation/re-installation date, the Contractor shall revise the proposed date to a mutually agreeable date with these third-party vendors. There is no time extension allowed due to a mutually agreeable revised relocation/re-installation date.
- C. The Contractor shall confirm the final details with the third-party vendors through the Engineer not less than 14 Days before the scheduled relocation/reinstallation.

3.02 CONTRACTOR WORK PLAN

- A. The Contractor shall submit, as a part of the Work Plan, the construction staging plans identifying the existing and proposed locations of the BART and third-party vendor equipment and facilities to be relocated. The staging plans shall reflect the existing and proposed locations, as indicated and described in the Contract Drawings, of the BART and third-party vendor equipment and facilities to be relocated for the corresponding stage of construction.
- B. The staging plans shall be in sufficient detail to coordinate the relocation and to ensure that the relocated equipment and facilities will remain functional and operational after the relocation. The proposed relocations shall not interrupt station operations including, the exit path of travel, station and vendor equipment, facilities that remain in place, and any other functions or facilities that may be affected.

3.03 RELOCATION/REINSTALLATION ANCHORAGE AND DETAIL PLAN (RRADP)

- A. The Contractor shall perform a pre-construction survey in accordance with Contract Specifications Section 01 71 23, Field Engineering, to identify and confirm existing embedded conduits, duct bank, piping, reinforcing, and other embedded items. The areas of work shall be cleaned for layout purposes, and masking tape with permanent ink, or other methods approved by the Engineer, shall be used to layout all existing embedded items. The Contractor shall protect the layout markings prior to drilling in concrete and shall remove the layout material after the relocation/reinstallation is completed.
- B. The RRADP shall be developed from the pre-construction survey of the existing embedded items. The plan shall include, at a minimum, the details for disconnecting and removing the BART and third-party vendor equipment and facilities from existing locations, placement and anchoring in the temporary locations, and restoration to the original locations.
- C. The Contractor is responsible for providing conduits and conductors for connecting the electronic bike lockers, electric signs, and telephones at the temporary location from the power outlet or source at the original locations. The Contractor shall submit, as part of the RRADP, the proposed routing of the electrical conduits and wiring. The conduits and conductors shall not interrupt station operation. Interruption to exit path of travel is absolutely forbidden.

3.04 FOUR-WEEK WORK PLAN

- A. All BART and third-party vendor equipment and facilities to be relocated shall be identified and the corresponding relocation and reinstallation activities scheduled on the Four-Week Work Plan in accordance with Contract Specifications Section 01 32 16, Construction Progress Schedules.
- B. The Contractor is solely responsible for all delays and will not be granted time extensions or additional compensation if the Contractor fails to include and update the Four-Week Work Plan with the corresponding relocation and reinstallation activities.

3.05 RELOCATION/REINSTALLATION

- A. The Contractor shall install the anchorages for BART and third-party vendor equipment and facilities at the jobsite locations in accordance with the pre-construction survey and the approved RRADP. The Contractor is responsible for protecting the surveyed layout markings and shall perform additional survey at the Contractor's own expense if the markings are damaged or removed prior to anchorage installation. The Contractor shall exercise care during the installation to prevent damaging existing embedded items, and relocated/reinstalled equipment and facilities. The Contractor shall repair damage at its own expense and as approved by the Engineer.
- B. The Contractor shall protect existing anchorages of existing facilities and equipment in place. Existing anchorages which may create a tripping hazard or project from a

wall where people may be present and all temporary anchorages shall be removed. The Contractor is responsible for removing the embedded anchors to a 1-inch minimum depth and patching all anchor holes when removing the BART and third-party vendor equipment and facilities from the original position or from the temporary relocated locations.

- C. Prior to drilling for the new anchors, the Contractor shall perform a nondestructive survey for detecting conduits, duct banks, piping, bar reinforcement or other embedded items in the foundation. The survey method may include ground penetrating radar (GPR), Seektech, Ferrosan, or equal equipment.

3.06 BIKE LOCKERS AND BIKE RACKS

- A. The Contractor shall store or stockpile equipment or materials away from bike lockers or bike racks to prevent blocking passenger access.
- B. The Contractor shall plan all bike locker or bike rack relocations, as indicated, and submit the plans and schedules for review and approval as part of the Contractor Work Plan and Contract Schedule. The plan shall include, at a minimum, the details for disconnecting the lockers and racks from the original anchors, locker and rack removal, placement and anchoring in the new location, and restoration of the original location. Restoration shall include anchor removal to a 1-inch minimum depth and patching of all holes from the original anchors.
- C. Bike locker and rack relocations shall be performed on weekend days, when there are fewer bikes in the lockers and racks.
 1. Keyed Bike Lockers: On the morning of the bike locker relocation, the Contractor, with the Engineer, shall jointly inspect the bike lockers and prepare an inventory of any contents found in each locker. The Contractor shall provide a temporary secured holding area or container for temporary storage after the Engineer completes the tagging of each item. The Contractor shall lock each locker after the Engineer completes the inspection and documentation of items found in the lockers. The Contractor shall move each locker assuring no damage to the lockers and the original locker location, and secure the lockers to the new approved location with the same size anchors as used at the original locker locations. The Contractor shall return, with the assistance of the Engineer, all of the locker contents to the same lockers from which the contents were removed.
 2. Electronic Bike Lockers: The Contractor shall submit, for review and approval, a work plan including a more detailed layout than the layout provided in the Contract Documents of where the bike lockers are to be relocated. The slope where the lockers will be relocated shall not exceed two percent. The Contractor shall notify the Engineer two weeks in advance confirming that the bike locker relocation by the bike locker manufacturer will occur as scheduled. The Engineer will notify the bike locker manufacturer to make arrangements and to take responsibility for relocating the lockers. On the morning of the bike locker relocation, the Contractor, with the Engineer, shall jointly inspect the bike lockers and prepare an inventory of any contents found in each locker. The Contractor shall provide a temporary secured holding area or container for temporary storage after the Engineer completes the tagging of each item. The Contractor

shall lock each locker after the Engineer completes the inspection and documentation of items found in the lockers. The manufacturer shall move and secure each locker at the new approved location. The Contractor shall return, with the assistance of the Engineer, all of the unidentified items to the same lockers from which the contents were removed.

3. **Bike Racks:** Two Days prior to the relocation, the Contractor shall place yellow caution tape around the bike racks to prevent usage prior to the relocation date. On the morning of the bike rack relocation, the Contractor, with the Engineer, shall jointly inspect the bike racks and prepare an inventory of any bikes found in each rack. The Contractor shall provide a temporary secured holding area or container for temporary storage of these bikes after the Engineer completes the tagging of each bike. The Contractor shall move each rack, assuring no damage to the racks, and secure the racks to the new approved location using the same size anchors as the original rack anchors.

3.07 ADVERTISING SIGNS

- A. The Contractor's equipment or materials shall not be stored or stockpiled in a way that blocks BART passenger visibility of advertising signs that are not designated to be relocated as part of the Work.
- B. The Contractor shall plan all sign relocations and submit the plan for review and approval as part of the Contractor's Work Plan and Contract Schedule. The plan shall include, at a minimum, the details for disconnecting the signs from the original locations, coordinating with the sign manufacturer for sign removal, sign relocation, and placement in the new location. The Contractor shall provide restoration of the original location including acceptable removal and patching of the original anchors, if necessary.
- C. The Contractor shall protect, in place, the existing non-powered and powered signs if the signs are designated to remain during the work. If the signs cannot remain in place due to interference with the Work, the Contractor shall provide seven Days advance notification to the Engineer prior to the planned date to have the signs relocated or removed and stored by the sign manufacturer. Where possible, Contractor shall place the signs and frames on a wood wall enclosure in as close to the original orientation as possible, maintaining comparable visibility. The wood wall enclosure shall consist of plywood at least 5/8 inch thick, a minimum of eight feet high and supported in a manner that does not cause a safety hazard or damage to adjacent permanent surfaces. The plywood and support lumber shall be non-combustible material in compliance with Contract Specifications Section 06 10 00, Rough Carpentry. The face of the wall -enclosure shall be painted white with exterior grade flat latex paint, in accordance with Contract Specifications Section 09 91 00, Painting, prior to sign placement.
 1. **Non-Powered Signs:**
 - a. Contractor shall provide 30 Day notification to the Engineer prior to relocation of advertising signs and frames.

- b. Contractor shall be responsible for replacement of lost or broken signs or frames caused by relocation Work.
- c. Contractor shall provide 30 Day notification to the Engineer prior to removing the temporary wooden wall enclosure and signs. After the retrofit work is completed and after the temporary signs are removed by the sign manufacturer, the Contractor shall remove and dispose of the temporary wall enclosure. The Contractor shall remove any physical protection for signs that are protected in place. The Contractor shall restore all permanent surfaces that may have been damaged during the sign relocation and removal process.

2. Powered Signs:

- a. Contractor shall provide 30 Day notification to the Engineer prior to relocation of advertising signs and frames.
- b. Contractor shall request a date for BART to unlock the frames.
- c. Contractor shall be responsible for replacement of lost or broken signs or frames caused by relocation Work.
- d. Contractor shall coordinate with the Engineer to disconnect and reconnect electrical signs.
- e. Contractor shall provide 30 Day notification to the Engineer prior to removing the temporary wood wall enclosure. After the Work is completed and following the relocation of the powered signs by the sign manufacturer, the Contractor shall reconnect the sign in its original location, or in the pre-approved new location as indicated in the Contract Drawings, run any required conduits and wiring, and power up the sign.
- f. Contractor shall remove all temporary conduit, wiring, and supports no longer needed and restore all permanent surfaces that may have been damaged during the sign relocation and removal process.

3.08 PERMANENT VENDORS, ROLLING CART VENDORS, NEWS VENDORS, NEWS RACKS, TELEPHONES, AND MAILBOXES

- A. No Contractor equipment or materials are to be stored or stockpiled in a way that blocks permanent vendors, rolling cart vendors, news vendors, news racks, telephones, and mailboxes.
- B. The Contractor shall plan all the relocations of vendors referenced in this Article and submit, for review and approval, as part of the Contractor Work Plan and Contract Schedule. The plan shall include, at a minimum, the details for disconnecting the rolling cart vendors, news vendors, news racks, telephones, and mailboxes from the original anchors; vendor equipment removal; placement and anchoring in the new location; and restoration of the original location including acceptable removal and patching of the original anchors. The Contractor shall comply with the Article entitled "Coordination" in these Specifications.
- C. Except for telephone and mailbox relocation, that will be moved by the Public Telephone Service (PTS) and the U.S. Postal Service (USPS); each move, including

preparation, relocation, temporary anchoring, and return to original location following retrofit work, shall be performed by the Contractor, as approved by the Engineer. Any necessary permanent surface restoration work shall be provided by the Contractor.

- D. Permanent Vendors: Permanent vendors shall remain in place. The Contractor shall take all necessary measures to protect the permanent vendors from disruption, noise, dust, and damage to facilities as approved by the Engineer and as required by Contract Specifications Section 01 57 00, Temporary Controls, and other applicable requirements of these Contract Documents. In the event that the Contractor's failure to comply with these requirements adversely affects BART, the permanent vendors, or both, the Contractor will be assessed in the approval of the monthly progress payments for all costs incurred by BART or the affected permanent vendors.
- E. Rolling Cart Vendors: The Contractor shall provide notification to the Engineer on the planned date of relocating any rolling cart vendors.
- F. News Vendors: The Contractor shall provide notification to the Engineer on the planned date of relocating any news vendors.
- G. News Racks: The Contractor shall provide 60 Day notification to the Engineer on the planned date of relocating, protecting in place, or moving any news racks.
- H. Telephones: Contractor shall provide 60 Day notification to the Engineer on the planned date for relocating, protecting in place, or moving any telephones. PTS will perform any telephone relocation or moves. The Contractor shall maintain a minimum of the following:
 - 1. One working telephone inside the fare gates of the station.
 - 2. One working telephone outside the fare gates. This phone shall be the American Disabilities Act (ADA) compliant phone.
 - 3. One working telephone on each platform. This phone shall be the (ADA) compliant phone.
 - 4. Maintain Telecommunication Device for the Deaf (TDD) in the current location or relocate on the same floor prior to obstructing TDD phones.
 - a. Fourteen Days prior to the relocation, the Contractor shall notify the Engineer confirming the final details of the Work Plan and schedule for telephone relocations, so that the Engineer can notify PTS to prepare to move the telephones as scheduled.
- I. Mailboxes (USPS): The Contractor shall provide 60 Day notification to the Engineer on the planned date for relocating, protecting in place, or moving any mailboxes. USPS will perform any mailbox relocation. 14 Days prior to the relocation, the Contractor shall notify the Engineer confirming the final details of the Work Plan and schedule for mail box relocations so that the Engineer can notify USPS to prepare to move the mailboxes as scheduled.

3.09 FACILITIES AND EQUIPMENT TO REMAIN IN PLACE OR STORED

- A. Equipment and facilities that remain in place and are not functional or operational shall be protected from damage.
- B. Contractor shall store equipment and facilities as indicated in the Contract Drawings or as directed by the Engineer. Facilities and equipment shall be stored in a manner as to maintain their quality and fitness for the Work. The Contractor shall store equipment and facilities in a place with similar or better environmental conditions, including exposure to sunlight and the weather.

END OF SECTION 01 35 11